

**JOINT POWERS AGREEMENT
BETWEEN THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,
FORESTRY DIVISION
AND
THE INCORPORATED COUNTY OF LOS ALAMOS
FOR
WILDLAND FIRE PROTECTION AND SUPPRESSION**

AUTHORITIES

1. Forest Conservation Act, NMSA 1978, §§ 68-2-6, 68-2-8 and 68-2-24
2. Joint Powers Agreements Act, NMSA 1978, §§ 11-1-1 *et seq.*
3. Disaster Location Act, NMSA 1978, §§ 12-11-23 through 12-11-25
4. Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*
5. Federal Cooperative Forestry Assistance Act of 1978, P.L. 95-313
6. Fire Prevention and Protection NMSA 1978, § 3-18-11
7. Counties; Powers; Ordinances, NMSA 1978, § 4-37-1

PURPOSE

This Agreement is made pursuant to NMSA 1978, §§ 11-1-1 *et seq.* between the Energy, Minerals and Natural Resources Department, Forestry Division (EMNRD) and the Incorporated County of Los Alamos (County), who may hereinafter be jointly referred to as the "Agencies".

This Agreement for Wildland Fire Protection and Suppression's purpose is to document EMNRD's and the County's agreement and commitment to mutual wildland fire suppression and management assistance and cooperation.

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in Exhibit A, Glossary.

RECITALS

WHEREAS, federal, state, county, and municipal lands are intermingled or adjacent, and wildland fires on these intermingled or adjacent lands may present a threat to lands one or both of the Agencies own, administer, or control;

WHEREAS, EMNRD is the designated state agency responsible for coordinating wildland fire suppression services among county and municipal fire departments, cooperating state agencies, and cooperating federal agencies pursuant to NMSA 1978, §§ 68-2-6, 68-2-8, and 68-2-24;

WHEREAS, NMSA 1978, § 68-1-11 provides that employees or agents of governmental entities who authorize volunteer firefighters not certified according to national wildland firefighting standards to respond to wildland fires shall not be subject to criminal liability solely for allowing those volunteer firefighters to engage in firefighting activities;

WHEREAS, EMNRD has responsibility for wildland fire suppression on non-municipal and non-federal lands within New Mexico and the County has responsibility for wildland fire suppression on lands within the boundaries of its designated fire protection districts;

WHEREAS, it is to EMNRD's and the County's mutual advantage to coordinate efforts for the prevention, readiness, detection, suppression, and response to wildland fires, in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency or effectiveness;

WHEREAS, the control of wildland/urban interface fires in any jurisdiction may require the mobilization of personnel and other resources beyond the jurisdictional capability, and supporting agency resources may need to be organized and maintained for an extended period of time; and

WHEREAS, EMNRD and the County are public agencies as defined in NMSA 1978, § 11-1-2;

THEREFORE, in consideration of the mutual premises and conditions herein made, EMNRD and the County agree as follows:

1. Definition of Responsibilities:

A. EMNRD – The state agency that has responsibility for wildland fire suppression on non-municipal, non-federal, and non-tribal trust lands within New Mexico.

B. County – The entity with responsibility for wildland fire suppression on lands within the boundaries of its designated fire protection districts.

2. Resource Mobilization Plan (RMP): A statewide plan that establishes:

A. personnel and equipment standards for the County's resources that the County may make available to EMNRD for wildland fire suppression and management;

B. procedures by which EMNRD can request, mobilize, coordinate, and demobilize the County's resources used for wildland fire protection and management; and

C. rates and specific procedures and administrative methods by which EMNRD will reimburse the County for the services of qualified and requested resources.

The Agencies shall annually review and, upon mutual agreement, modify the RMP; provided, however, that if such review is not completed, the latest RMP agreed upon by both parties shall remain in full force and effect.

3. Non-Reimbursable Assistance:

A. EMNRD shall not pay the County for the first four hours of initial attack expenses incurred by a County fire department responding to a fire within its own County designated fire protection district.

B. EMNRD shall reimburse the County for the first four hours of initial attack expenses incurred by County fire departments that respond to fires outside of their County designated fire protection district.

C. EMNRD shall not reimburse for resources it does not request.

4. Reimbursable Assistance: EMNRD shall reimburse the County in the following circumstances: a) initial attack fire suppression for situations that are not included in the Non-Reimbursable Assistance Paragraph; b) for extended attack wildland fire suppression; and c) wildland fire management activities.

EMNRD and the County shall designate a local contact person or persons who have authority to mobilize resources while assuring that adequate resources are retained for their own fire suppression responsibilities. Resource requests must be recorded by the resource order or similar tracking system. Requests not documented in this manner are not reimbursable.

EMNRD shall only reimburse the County for resources requested, qualified, and mobilized under this Agreement. The County shall notify EMNRD of all wildland fires in its jurisdiction within 24 hours and within that same 24-hour period, notify EMNRD of fire departments that are assisting the County in the suppression effort through mutual aid. All wildland fire mobilizations other than mutual aid shall only be at EMNRD's prior request. All County resources EMNRD requests and the County mobilizes outside of the County's jurisdiction shall meet the standards outlined in this Agreement.

5. County Reimbursement Rates:

A. Reimbursement of Personnel: EMNRD shall reimburse the County for paid career firefighter employees' regular pay, including overtime, pay differentials, benefits, travel, and per diem from their mobilization until their demobilization following procedures defined in the RMP. These paid career firefighter employees shall at all times remain covered under the County employee benefits, including workers' compensation. EMNRD

shall not hire paid career firefighter employees during the incident.

During initial attack or extended attack, EMNRD may hire requested and RMP-qualified County volunteer firefighters as State of New Mexico emergency employees upon check-in at the incident. Emergency firefighter employee pay rates shall be established in the RMP and shall be based on job qualifications and job function at the incident. Firefighters EMNRD employs shall be individually reimbursed as state employees from their mobilization until their demobilization, following procedures defined in the RMP. Firefighters EMNRD employs shall be eligible as state employees for workers' compensation coverage.

B. Reimbursement for Equipment Use: EMNRD shall reimburse the County for use of equipment that meets the RMP standards as follows:

- 1) using the RMP wet rate when staffed wholly by paid career firefighters or volunteer firefighters whose qualifications including fitness; training and experience; equipment; and wildland personal protective equipment meet the RMP standards. EMNRD shall reimburse the County for use of equipment that meets the RMP standards;
- 2) using the base wet rate when staffed wholly by volunteer firefighters whose training and experience meet the RMP standards but do not meet the fitness standards; or
- 3) using the base rate when staffed wholly or partly by volunteer firefighters whose fitness, training, and experience do not meet the RMP standards.

EMNRD shall reimburse County for use of Federal Excess Property Program (FEPP) equipment at the FEPP rate whether staffed by paid career firefighters or volunteer firefighters that meet the RMP standards or by volunteer firefighters whose fitness, training, and experience do not meet the RMP standards.

6. No New Capital Outlay: The EMNRD Forestry Division Line Officer shall review all requests for all property purchases or replacements. Only reimbursable or expendable materials are eligible for reimbursement. Supply numbers (S#) will be issued by the EMNRD Forestry Division Line Officer for all property that is approved for reimbursement.

7. General Billing Procedures for Reimbursable Fire Assistance: EMNRD will reimburse the County for fire suppression resources when:

- A. EMNRD requests the resources;
- B. EMNRD approves the use of County equipment; and

C. the County notifies EMNRD of the fire within 24 hours.

EMNRD shall only pay for County fire department resources within the fire department's designated fire protection district when suppression work exceeds four hours.

8. Billing Estimates/Timeframes: On wildland fires where the County incurs costs pursuant to this Agreement, the County shall submit an EMNRD approved reimbursement form for reimbursement as soon as possible, but not later than 45 days after the fire is controlled.

9. Billing Estimates/Timeframes for Incidents with FEMA-Approved Grants: If an incident has been approved as a Fire Management Assistance grant through FEMA, the County shall submit the bill for reimbursement to EMNRD within 45 days from the designated incident period date as per FEMA Disaster Assistance, Fire Management Assistance Grant Program, 44 C.F.R. Part 204, as amended.

10. Billing Content: The County shall identify bills by funding code, fire name, location, jurisdictional unit, and appropriate order number; shall provide EMNRD with adequate documentation supporting the bills; and shall certify each bill to be true and correct.

11. Payment Due Dates: All bills shall have a payment due date 60 days after the date of receipt. If EMNRD cannot make payment before the 60 days expire, then EMNRD may request a 30-day extension from the County with oral or written justification.

12. Disputed Billings: EMNRD shall mail written notice to the County within 60 days of receipt of a bill that fully explains why a bill is being contested. EMNRD shall pay the uncontested portion of the bill. Contested items shall be resolved not later than 60 days of receipt of the written notice; thereafter, the County shall issue a corrected bill for payment by EMNRD. If the contested portion is not resolved within 60 days, EMNRD may deny this portion.

13. Payments: Payments shall refer to the bill number and fire name and shall be sent to the appropriate billing address as indicated in Exhibit B.

14. Independent Action on Lands Protected By Another Agency: Except as otherwise limited in the Local Operating Plan, nothing herein shall prohibit either EMNRD or the County, on its own initiative and without reimbursement, from going upon lands another Agency protects to engage in wildland fire suppression, when such fires threaten lands that are the Agency's protection responsibility. In such instances, the party taking action shall immediately notify the Jurisdictional Agency. Actions taken shall be consistent with the Jurisdictional Agency's fire management and suppression policies.

INTERAGENCY COOPERATION AND COORDINATION

15. National Guard Assistance: EMNRD may seek National Guard assistance for wildland fire emergency purposes at the state level through the State Forester to the Governor, for a Governor's Declared Emergency on multi-jurisdictional wildland fires. The Incident Commander shall advise the State Forester upon the termination of the wildland fire emergency for purposes of demobilizing the National Guard. At that time the State Forester shall advise the Governor and the Adjutant General's Office of the Military Affairs Department that the fire emergency no longer exists.

16. County Government Resources: If EMNRD requests County resources, those resources shall be considered EMNRD-provided resources, except as provided in the Non-Reimbursable Assistance and Reimbursable Assistance Paragraphs.

17. EMNRD as Liaison for County Resources: EMNRD shall act as coordinator for County resources the County provides for wildland fires that are outside of the County's fire protection districts.

18. Emergency Declarations: If the cost of a wildland fire on non-federal, non-municipal, non-tribal trust lands within the County's boundaries meets the Federal Emergency Management (FEMA) threshold EMNRD may request an Emergency Declaration for financial assistance pursuant to the State Civil Emergency Preparedness Act, NMSA 1978, §§ 12-10-1 *et seq.*

19. Incident Command System: EMNRD and the County shall operate under the concepts defined in the National Interagency Incident Management System (NIIMS) or its successor and its component, the Incident Command System (ICS), as appropriate for providing qualified resources and for the management of incidents this Agreement covers.

20. Communication: EMNRD and the County authorize each other to use their radio frequencies on wildland fires where they are providing assistance.

21. Local Operating Plan: The Local Operating Plan shall establish and map County fire department designated fire protection districts and response areas and shall outline the details of implementing this Agreement. The Local Operating Plan shall designate EMNRD and the County's authorized representatives, and contact addresses and telephone numbers for resource mobilization and billing. The Local Operating Plan shall not supersede this Agreement's terms and shall be consistent with this Agreement.

EMNRD and the County's authorized representatives, as specified in the Plan, shall develop a Local Operating Plan and conduct an annual review. If a review is not completed, the latest Local Operating Plan agreed upon by both parties shall remain in full force and effect.

22. EMNRD Firefighter Qualifications, Equipment, and Personal Protective Equipment: EMNRD firefighting personnel assigned to emergency fire suppression work shall be qualified according to the then current National Wildland Fire Qualifications Guide NWCG 310-1 and RMP guidelines. Firefighting equipment and personal protective equipment shall be properly configured and equipped for wildland fire suppression operations per National Wildfire Coordination Group (NWCG) standards.

23. County Firefighter Qualifications, Equipment, and Personal Protective Equipment:

A. Non-Reimbursable Assistance: For non-reimbursable assistance, the County's personnel qualifications, equipment, and personal protective equipment shall meet the County's standards and applicable State Fire Marshal rules.

B. Reimbursable Assistance:

1) Paid Career Firefighters: In order for EMNRD to reimburse assistance that paid career firefighters provide, the County shall ensure personnel qualifications including fitness; training and experience; equipment; and wildland personal protective equipment meet the RMP standards.

2) Volunteer Firefighters on Extended Attack on Lands Under Federal Jurisdiction: In order for EMNRD to reimburse assistance that volunteer firefighters provide on extended attack on lands under federal jurisdiction, the County shall ensure personnel qualifications including fitness, training and experience; equipment; and wildland personal protective equipment meet the RMP standards and that any federal land management agency ordered them.

All resources EMNRD mobilizes pursuant to B.1) and B.2) may receive a performance rating by the fire department supervisor. County shall submit such performance rating for review by EMNRD. A firefighter who receives a deficient performance rating shall not be considered by EMNRD as a qualified resource for future EMNRD incidents until re-qualified as prescribed in the RMP.

3) Volunteer Firefighters on Initial Attack or Extended Attack on Lands Under Non-Federal Jurisdiction: For extended attack on lands under non-federal jurisdiction where the Incident Commander has requested the assistance; or for initial attack in areas that are EMNRD's initial attack responsibility, EMNRD shall reimburse assistance provided by volunteer firefighters who have had basic wildland fire training and use equipment and wildland personal protective equipment that meet the RMP standards but who do not meet the RMP's fitness or training and experience standards.

24. Law Enforcement and Preservation of Evidence: Forestry Division law enforcement agents may conduct wildfire investigations on non-federal, non-municipal, and non-tribal trust lands. In addition, the County Sheriff's Office or County Fire Marshal may conduct wildfire investigations on non-federal and non-tribal trust lands. Forestry Division law enforcement agents and the County Sheriff's Office or County Fire Marshal may assist each other with or coordinate a wildland fire investigation. The Forestry Division and County shall render mutual assistance in the gathering of evidence to the fullest extent practicable. As initial action is taken on a wildland fire, the initial attack forces shall preserve information and evidence pertaining to the wildland fire's origin and cause.

WILDLAND FIRE SUPPRESSION

25. Fire Notifications: EMNRD and the County shall immediately notify each other of wildland fires burning on or threatening non-federal, non-municipal, non-tribal trust lands.

26. Incidents:

A. EMNRD and the County shall establish a Unified Command and coordinate fire suppression resources.

B. The parties involved in the fire incident shall participate jointly in strategy sessions to reach mutual agreement on strategy and tactics within EMNRD's policies and guidelines.

The County's failure to comply with conditions stated in A or B above, is grounds for denial of payment by EMNRD.

27. Protection Priorities: The protection of human life is the single, overriding suppression priority. Once firefighters have been committed to an incident, these human resources become the highest value to be protected. The Incident Commander shall set priorities for protecting communities and community infrastructure, other property and improvements, and natural and cultural resources based on human health and safety, the values to be protected, and the protection costs.

28. Appropriate Suppression Action Policies: All fire suppression action shall be consistent with EMNRD's fire suppression policy and this Agreement's terms. The Local Operating Plan shall document procedures and criteria for the Agencies' representatives to communicate special land management considerations to Incident Commanders. The Incident Commander shall incorporate special conditions in the incident planning process, subject to delegation of authority.

29. Fire Reports: On incidents where the County makes the initial attack the County shall furnish a copy of its fire report to EMNRD within 45 days after the fire is controlled.

30. Structural Fire Suppression: Nothing in this Agreement is intended to make EMNRD responsible for structural fire suppression.

31. Aircraft: All aircraft orders shall be processed through EMNRD. EMNRD shall not reimburse the use of aerial resources not processed through EMNRD.

32. Procurement: Whenever EMNRD or the County is responsible for an incident's management, they shall comply with state procurement laws.

FEDERAL EXCESS PROPERTY PROGRAM (FEPP)

33. FEPP Equipment: EMNRD may provide the County with such FEPP firefighting equipment, as available and as it deems appropriate for use under the Federal Cooperative Assistance Program for placement with the County's fire department for fire prevention and control work. The exchange of FEPP equipment shall be documented in writing by EMNRD and the County's authorized representatives as specified in the Local Operating Plan.

34. License Plates: EMNRD shall provide official-use license plates for FEPP vehicles EMNRD makes available to the County for its fire department's use.

35. Equipment Maintenance: The County shall maintain the FEPP equipment EMNRD provides in good condition, reasonable wear and tear excepted, and make the equipment available to EMNRD for inspection upon reasonable request.

36. Equipment Use: The County shall use FEPP equipment EMNRD provides exclusively for fire purposes. Failure to comply with FEPP guidelines may result in EMNRD removing the equipment from the County's fire department.

37. Accessories or Alteration of Equipment: The County shall obtain EMNRD's written approval prior to adding accessories or altering any of the property provided pursuant to this Agreement. The County shall not sell, junk, or trade FEPP equipment. The County shall return FEPP equipment to EMNRD for disposition. Title to all accessories, tools, sirens, or other property that the County adds to equipment EMNRD furnishes shall remain with the County. The County may remove such property prior to the return of equipment to EMNRD, provided that removal does not materially damage the equipment.

38. Receipt of Equipment: The County shall transport the FEPP equipment EMNRD provides to and from locations EMNRD designates in writing, and upon the time of transfer of the equipment to the fire department, when necessary, paint and add such decals or insignias as EMNRD prescribes.

39. FEPP Insurance Coverage: The County shall obtain insurance coverage for the

equipment EMNRD provides in accordance with the General Services Department, Risk Management Division's minimum requirements. EMNRD shall be named as co-insured. County shall provide EMNRD proof of insurance upon request.

40. Notification of Accident: The County shall immediately (within 24 hours) notify EMNRD if the equipment EMNRD provides is involved in an accident.

GENERAL PROVISIONS

41. Appropriations: Nothing in this Agreement shall be construed as obligating EMNRD or the County to expend money in excess of appropriations authorized by state or local laws. The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature and the County. If sufficient appropriation or authorization is not granted, either party may terminate this Agreement, or suspend performance pending approval of sufficient appropriation or authorization, upon written notice from one to the other. Either party's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other.

42. Mutual Sharing of Information: EMNRD and the County shall furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable state and federal rules and regulations.

43. Accident Investigations: Whenever a fire-suppression related accident involving County equipment or personnel hired by EMNRD occurs, the County shall immediately (within 24 hours) notify EMNRD. A team made up of representatives from affected agencies shall conduct an investigation. Upon the investigation's completion, EMNRD shall provide the information to the General Services Department, Risk Management Division.

44. Non-Wildland Fire and Medical Aid Responses: This Agreement is limited to wildland fire protection and does not include medical aid responses not related to or a result of a wildland fire or structural fire suppression.

45. Previous Agreements: This Agreement is intended to terminate and replace the following agreement for wildland fire protection:

- Joint Powers Agreement No. 97-521-2300-0073 (Wildfire Suppression)

Where other agreements that conflict with this Agreement exist, this Agreement shall supersede all others.

46. Suppression and Damage Collection: Nothing in this Agreement shall preclude EMNRD or the County from collecting damages and suppression costs from third parties (civil actions for recovery shall be taken independently) under the civil liability provisions of federal or state statutes or common law in a manner applicable law provides. However, whenever such collections have the effect of reducing the Billing Agency's net expenditures, then the bill shall be reduced proportionate to the amount collected.

47. Employment Policy: Except as provided in the County's Reimbursement Rates Paragraph, County's employees shall not under this Agreement's terms become State of New Mexico employees. As a result of this Agreement the County, its agents, and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to State of New Mexico employees. EMNRD employees shall not under this Agreement's terms become the County's employees. As a result of this Agreement EMNRD, its agents, and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to the County.

48. Workers' Compensation: Except as provided in the County's Reimbursement Rates Paragraph for the purposes of Workers' Compensation coverage, employees of the State of New Mexico and the County are covered under the New Mexico Workers' Compensation Act, NMSA 1978, §§ 52-1-1 *et seq.*, while assigned to assist in suppressing wildland fires on lands within the County's jurisdiction or within EMNRD's jurisdiction.

49. Insurance: Except as provided in the County's Reimbursement Rates Paragraph, EMNRD and the County shall provide insurance coverage for all injury or damage to persons or property, including third parties, that occurs as a result of the Agencies' respective actions and all personnel, agents, and volunteers the Agencies' respectively entrust; provided, however, this section shall not be read nor implemented inconsistently with the Tort Claims Act. EMNRD and the County shall maintain continuous insurance coverage of the activities described in this Agreement in effect.

50. Waiver of Claims: EMNRD does not have the authority to indemnify or hold the County harmless from all claims, liabilities, losses, damages, charges, etc. EMNRD and the County shall each be responsible for errors, omission, and negligence of their employees to the extent provided under the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*

51. Third Party Claims: Any liability to third parties that may arise under the performance of this Agreement shall be determined solely under the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*

52. Disposition, Division, or Distribution of Property; Return of Surplus Funds: Upon this Agreement's expiration or termination, if EMNRD or the County has property or funds in its possession belonging to the other, the same shall be returned in proportion to

the Agencies' original contribution.

53. Strict Accountability for Receipts and Disbursements: EMNRD and the County shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EMNRD, the Department of Finance and Administration (DFA), the County and the New Mexico State Auditor upon request, and shall maintain all such records for three years after this Agreement has expired or has been terminated. These records shall be subject to examination and audit for three years after final payment.

54. Equal Opportunity Compliance: EMNRD and the County agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, both parties assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If either party is found not to be in compliance with these requirements during the life of this Agreement, that party agrees to take appropriate steps to correct these deficiencies.

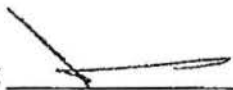
55. Performance: Any party shall have the right to enforce this Agreement by any available remedy under the State of New Mexico's laws.

56. Duration of Agreement: This Agreement shall not become effective until approved by the DFA Secretary and shall be ongoing unless terminated. Either EMNRD or the County may terminate participation in this Agreement by written notification to the other at least 90 days prior to the termination date. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the noticed termination date.


57. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by the DFA Secretary. This Agreement may be amended at any time by all parties' written, mutual consent.

IN WITNESS WHEREOF, the parties have herein set their hand.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By:  Date: 3.11.10
Cabinet Secretary or Designee

THE INCORPORATED COUNTY OF LOS ALAMOS

By:  Date: 2/23/10
Anthony J. Mortillaro
County Administrator

By:  Date: 2/4/10
Mary M. McInerney
County Attorney

STATE OF NEW MEXICO, DEPARTMENT OF FINANCE AND ADMINISTRATION

By:  Date: 3/22/10
PK

EXHIBIT A

GLOSSARY OF TERMS

Agencies: The New Mexico Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division, and the Incorporated County of Los Alamos.

Agency Representative: An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

Authorized Representative: Agency official designated in this Agreement or in the Local Operating Plan who has authority to make decisions on matters related to this Agreement including approval of the Local Operating Plan, mobilization of resources, cost apportionment agreements, delegation of authority to the Incident Commander, Agency Representatives during incidents, and the acquisition of FEPP equipment.

County Jurisdiction: The County's jurisdiction, for this Agreement's purposes, is defined as the County's designated fire districts.

Closest Forces Concept: The philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

Extended Attack: A wildland fire incident that has exceeded the initial attack resources' suppression efforts.

Extended Attack Incident: A wildland fire that initial attack forces have not contained or controlled and for which more firefighting resources are arriving, en route, or the initial attack incident commander is ordering. Extended attack implies that the incident's complexity level has increased beyond the initial attack incident command's capabilities.

Fire Management: Activities and programs that include the use of fire as a resource management tool, and protection of values from unwanted, uncontrolled wildland fire.

Incident Command System (ICS): The common emergency incident management system used on any incident or event and tailored to fit the incident/event's specific management needs.

Immediate: Acting without the intervention of another objective or cause. Occurring, acting, or accomplished without loss or interval of time.

Initial Attack: Preparedness and response to conduct the first wildland fire suppression actions with local resources.

Initial Attack Forces: Wildland fire suppression resources of agencies initially dispatched to a wildland fire in accordance with a pre-existing Local Operating Plan or mobilization guide.

Multi-jurisdictional Incident: A wildland fire that is burning on more than one jurisdiction's lands or that threatens to burn on to another jurisdiction within the next operational period.

Protection Area Maps: The Local Operating Plan's official maps.

Qualified Resources: Those resources meeting or exceeding the minimum standards for use at an incident as prescribed in the Resource Mobilization Plan.

Reimbursable or expendable materials: Reimbursable commonly refers to the use of County equipment such as engines with personnel, graders, water tenders, etc. Expendable refers to items that are usually considered to be consumed during the suppression effort and are not recordable as returnable inventory.

Requested Resources: Those resources the Jurisdictional Agency specifically requests from the Supporting Agency in accordance with this Agreement.

Resources: All personnel, equipment, and aircraft available for assignment of tasks.

Resource Mobilization Plan (RMP): A statewide document that describes the specific standards, methods, procedures, protocols, and rates by which this Agreement will be implemented. The RMP will not supersede this Agreement's terms and shall be consistent with this Agreement.

Structural Protection: To protect structures from the threat of damage from advancing wildland fire. This normally does not include an attack on the fire that is inside the structure. It involves the use fire control lines and the extinguishment of spot fires near or on the structure.

Structural Fire Suppression: Defined as interior and exterior actions to suppress and extinguish a burning structure or improvement associated with standard structure fire protection, equipment, and training.

Suppression: All the work of confining and extinguishing a wildland fire beginning with its discovery through the incident's conclusion.

Values to be Protected: Include property, structures, physical improvements, natural and cultural resources, community infrastructure, and economic, environmental, and social values.

Wildland Fire: Uncontrolled non-structural fire burning in wildlands such as forest, brush, prairie, or cropland fuels, or conflagrations involving such fuels and structures.

Wildland: Lands with few or no permanent improvements.

EXHIBIT B
FINANCIAL PLAN

Billing Addresses:

All bills for services provided to the state pursuant to the Reimbursable Assistance Paragraph shall be mailed to the following address for payment:

Forestry Division
District Forester – Bernalillo District
5105 Santa Fe Hills Blvd. NE
Rio Rancho, New Mexico 87144

All bills for services provided to The Incorporated County of Los Alamos pursuant to the Reimbursable Assistance Paragraph shall be mailed to the following address for payment:

Fiscal Agent
The Incorporated County of Los Alamos
P.O. Box 30
Los Alamos, New Mexico 87544

**2009-2010 MUNICIPAL/COUNTY WILDLAND FIRE REIMBURSEMENT RATES
FOR LOCAL NON RMP INCIDENTS**

Rates are inclusive of Personnel and Equipment

TYPE	Base Rate	Base Wet Rate	RMP Wet Rate	
	Personnel assigned to equipment do not meet basic training or fitness requirements.	All personnel assigned to equipment meet basic training requirements but not fitness requirements.	All personnel meet NWCG standards for training and fitness.	
Engines	per hour	per hour	per hour	
Type 1	99.00	143.00	220.00	
Type 2	88.00	121.00	209.00	
Type 3	60.00	93.00	176.00	
Type 4	66.00	99.00	187.00	
Type 5	60.00	93.00	181.00	
Type 6	49.00	71.00	154.00	
Type 7	38.00	60.00	130.00	
Water Tenders	per hour	per hour	per hour	
			support	tactical
Type 1	71.00	82.00	109.50	126.00
Type 2	60.00	71.00	98.50	115.00
Type 3	49.00	60.00	93.50	
Type 4	49.00	60.00		
Type 5	44.00	55.00		
FEPP	per hour	per hour		
3/4 T - 1/1/2 T Engines	35.00	57.00	no change	
1 3/4 T - 5 T Engines/Water Tenders	45.00	56.00	no change	
10 T Water Tenders/Engines	50.00	61.00	no change	
1/4-3/4 T Command Vehicle -Pickup/SUV	35.00	46.00	no change	
Personnel	Included	Included	Included	
Ambulance			See RMP	
Other	Rate/Day			
Sedan	27.00			
Pickup/SUV	49.00			

FOR LOCAL NON RMP INCIDENTS